

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al.,
Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

**MUTIPLE PARTIAL TRANSFERS OF CLAIM OTHER THAN FOR
SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman Sachs & Co.

Name of Transferee

Elliott Associates, L.P.

Name of Transferor

Name and Address where notices to transferee
should be sent:

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

Court Claim # (if known): multiple—please see
attached Agreement and Evidence of Transfer

Amount of Claim Transferred: for each Claim #,
please see attached Agreement and Evidence of
Transfer

Date Claim Filed: multiple

Debtor: Lehman Brothers Holdings, Inc.

Phone: _____

Last Four Digits of Acct #: _____

Phone: _____

Last Four Digits of Acct. #: _____

Name and Address where transferee payments
should be sent (if different from above):

Phone: _____

Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

GOLDMAN SACHS & CO.

Dennis Lafferty
Managing Director

By: 

Transferee/Transferee's Agent

Date: 4/22/13

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Elliott Associates, L.P.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Goldman, Sachs & Co.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto,¹ and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), and (d), the "Transferred Claims"). Notwithstanding anything to the contrary set forth herein and for the avoidance of doubt, and without prejudicing or limiting any right of Purchaser (or Purchaser's successors and assigns) to assert any cause of action, including without limitation any cause of action for breach of representation, against Seller or any third party (including any prior seller), all of which right shall remain retained by Purchaser or its successors and assigns, as applicable, Purchaser acknowledges and agrees that Seller hereby expressly reserves and retains all rights of indemnification against all prior sellers arising under common law or based on any and all representations, warranties, covenants and agreements previously made to Seller or for Seller's benefit in connection with Seller's acquisition of the Transferred Claims for any losses which may result from Purchaser (and/or its successors and assigns) seeking to assert and/or to enforce against Seller any representation, warranty, covenant or agreement made by Seller in connection with Purchaser's acquisition of any of the Transferred Claims, it being understood and agreed that Seller may only assert said rights in response to, and only to the extent of, Purchaser's assertion of its rights against Seller, and may do so by impleading such third party (including any prior seller) in any action or proceeding brought against Seller, or through a plenary action initiated by Seller against said third party (including any prior seller).

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the

¹ Seller and Purchaser hereby acknowledge that Seller has already delivered the Purchased Security to Purchaser prior to the date of this Agreement and Evidence of Transfer of Claim.

Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claim; (g) as of the date of this Agreement and Evidence of Transfer, Seller and/or its predecessors in interest have received aggregate distributions relating to the Transferred Claims in the amounts indicated on Schedule 1 attached hereto (the "Distributions"); (h) other than the Distributions, Seller has not received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims; and (i) the Notice of Proposed Allowed Claim Amount for each Proof of Claim ("Notice") that was provided to Purchaser is true and correct, and the Seller did not file a written response to any Notice per the terms of the relevant Notice.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim no later than the fifth business day after execution of this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property on account of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses which result from Seller's breach of its representations and warranties made herein.

5. Following the date of this Agreement and Evidence of Transfer of Claim, Seller shall promptly (but in any event no later than five (5) business days) remit to Purchaser any payments, distributions or proceeds received by Seller or a prior seller after the trade date on account of the Transferred Claims. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 22 day of April 2013.

GOLDMAN, SACHS & CO.

By: 
Name: **Dennis Lafferty**
Title: **Managing Director**

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., General Partner
By: Braxton Associates, Inc., General Partner

By: _____
Name:
Title:

c/o Elliott Management Corporation
40 West 57th Street, 4th Floor,
New York, NY 10019
United States

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 22 day of April 2013.

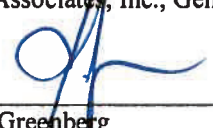
GOLDMAN, SACHS & CO.

By: _____
Name:
Title:

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212)934-3921

ELLIOTT ASSOCIATES, L.P.

By: Elliott Capital Advisors, L.P., General Partner
By: Braxton Associates, Inc., General Partner

By:  _____
Name: Elliot Greenberg
Title: Vice President

c/o Elliott Management Corporation
40 West 57th Street, 4th Floor,
New York, NY 10019
United States

Schedule 1

Transferred Claims

Purchased Claim

As set forth below.

Lehman Programs Securities to which Transfer Relates

No.	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal Amt Currency	Principal/Notional Amount	Allowed Amount (USD)	Distributions (USD)
1	47196	XS0352734924	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	300,000.00	\$305,375.00	\$27,853.63
2	49737	XS0276341418	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	3,000,000.00	\$4,257,317.31	\$388,315.15
3	55393	XS0342945184	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	595,000.00	\$595,000.00	\$54,270.68
4	55393	XS0350109475	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	648,000.00	\$648,765.00	\$59,174.65
5	55393	XS0354197054	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,295,000.00	\$1,318,051.00	\$120,221.05
6	55394	XS0306901330	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	24,464.43	\$24,464.43	\$2,231.43
7	55403	XS0277722772	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HUF	129,300,000.00	\$762,235.87	\$69,524.47
8	55403	XS0277722772	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HUF	74,400,000.00	\$438,595.06	\$40,004.79
9	55403	XS0306901330	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	869,535.57	\$869,535.57	\$79,311.41

Schedule 1-1

10	55403	XS0312086530	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	978,000.00	\$978,000.00	\$89,204.58
11	55403	XS0325772456	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HUF	23,099,950.00	\$136,176.41	\$12,420.82
12	55403	XS0325772456	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	HUF	17,400,050.00	\$102,574.98	\$9,355.99
13	55813	XS0266486025	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	10,400.00	\$10,400.00	\$948.60
14	55814	XS0266486025	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	12,000.00	\$12,000.00	\$1,094.53
15	55816	XS0266486025	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	40,000.00	\$40,000.00	\$3,648.45
16	55816	XS0270249807	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP	70,000.00	\$125,530.83	\$11,449.82
17	55816	XS0270249807	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP	90,000.00	\$161,396.78	\$14,721.20
18	55816	XS0270249807	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP	200,000.00	\$358,659.51	\$32,713.78
19	55816	XS0349857317	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	40,000.00	\$40,000.00	\$3,648.45
20	55825	XS0250879763	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	274,000.00	\$274,000.00	\$24,991.88
21	55825	XS0266486025	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	40,000.00	\$40,000.00	\$3,648.45
22	55825	XS0349757442	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,080,000.00	\$1,104,510.00	\$100,743.72
23	55825	XS0350419403	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	800,000.00	\$814,488.89	\$74,290.53
24	55828	XS0349757442	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	220,000.00	\$224,992.78	\$20,521.87

25	55829	XS0250879763	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	204,000.00	\$204,000.00	\$18,607.09
26	55829	XS0266486025	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	447,600.00	\$447,600.00	\$40,826.15
27	55829	XS0349857317	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,113,000.00	\$1,113,000.00	\$101,518.10
28	55837	XS0323849199	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	185,000.00	\$185,000.00	\$16,874.08
29	55837	XS0334693818	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,200,000.00	\$1,200,000.00	\$109,453.48
30	55842	XS0308834547	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	3,500,000.00	\$4,966,870.20	\$453,034.34
31	55852	XS0232569086	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	50,000,000.00	\$470,521.89	\$42,916.88
32	55854	XS0340592681	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	410,000.00	\$413,075.00	\$37,677.08
33	55854	XS0342520177	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	400,000.00	\$400,000.00	\$36,484.49
34	55854	XS0346466781	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,150,000.00	\$1,173,747.50	\$107,058.95
35	58564	DE000A0WDDE2	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,982,000.00	\$1,927,117.16	\$175,774.73
36	59154	XS0342839155	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP	450,000.00	\$806,983.90	\$73,605.99
37	59696	XS0280507715	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,000,000.00	\$950,150.64	\$86,664.41
38	59703	XS0198737735	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	2,118,000.00	\$2,118,000.00	\$193,185.39
39	59713	XS0362747353	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	2,000,000.00	\$1,823,942.53	\$166,364.04

40	60602	XS0251195847	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP	250,000.00	\$449,303.05	\$40,981.48
41	62743	CH0027120705	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	24,000.00	\$24,000.00	\$2,189.07
42	62743	XS0317422425	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	400,000.00	\$400,000.00	\$36,484.49
43	62783	XS0297459868	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	10,000,000.00	\$44,094.63	\$4,021.93
44	62783	XS0302480230	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	20,000,000.00	\$110,447.13	\$10,074.02
45	62783	XS0303862998	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	50,592,000.00	\$261,374.86	\$23,840.32
46	62783	XS0305127150	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	10,000,000.00	\$37,742.54	\$3,442.54
47	62783	XS0305127150	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	30,000,000.00	\$113,227.62	\$10,327.63
48	62783	XS0318599056	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	10,000,000.00	\$68,991.24	\$6,292.78
49	62783	XS0321396987	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	40,000,000.00	\$218,822.98	\$19,959.11
50	62783	XS0324342582	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	40,000,000.00	\$413,407.98	\$37,707.45
51	62783	XS0327082854	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	40,000,000.00	\$186,771.89	\$17,035.69
52	62783	XS0329067531	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	30,000,000.00	\$159,531.02	\$14,551.02
53	62783	XS0329878267	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	30,000,000.00	\$116,013.48	\$10,581.73
54	62783	XS0330724229	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	40,000,000.00	\$233,526.97	\$21,300.28

55	62783	XS0338675571	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	20,000,000.00	\$84,028.95	\$7,664.38
56	62783	XS0340462042	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	10,000,000.00	\$42,106.52	\$3,840.59
57	62783	XS0346508616	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	40,000,000.00	\$175,068.07	\$15,968.17
58	62783	XS0349442615	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	50,000,000.00	\$313,150.73	\$28,562.86
59	62783	XS0349757368	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	20,000,000.00	\$109,186.50	\$9,959.03
60	62783	XS0353348823	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	50,000,000.00	\$368,096.54	\$33,574.54
61	62783	XS0354482928	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	90,000,000.00	\$562,592.03	\$51,314.71
62	62783	XS0354911710	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	100,000,000.00	\$947,594.76	\$86,431.28
63	62783	XS0362376435	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	30,000,000.00	\$101,235.85	\$9,233.85
64	62783	XS0366374634	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	20,000,000.00	\$107,131.07	\$9,771.56
65	62783	XS0369334700	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	30,000,000.00	\$165,143.19	\$15,062.91
66	62783	XS0379987372	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY	40,000,000.00	\$149,300.94	\$13,617.92
67	66501	DE000A0TN6J5	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	116,000.00	\$164,616.26	\$15,014.85
68	66557	XS0332675338	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	1,394,000.00	\$1,394,000.00	\$127,148.45
69	66962	XS0222198631	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD	210,000.00	\$210,000.00	\$19,154.36

